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TRA DOCKET ROOM

April 27, 2005

Guy Hicks
BellSouth Telecommunications
333 Commerce Street
Nashville, TN 37201-3300

Re: *In Re: BellSouth's Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting From Changes of Law*
Docket Number: 04-00381

Dear Guy:

On behalf of CompSouth, I am writing in response both to your letter of April 19, 2005, and also to the instructions of the Tennessee Regulatory Authority encouraging the parties to engage in negotiations regarding three issues in the above-captioned proceeding.

Although no written order has yet been issued, a majority of the TRA Directors voted on April 11, 2005, to maintain the status quo regarding "new adds" for a thirty day period in order to give the parties time to discuss and, if possible, agree upon contract language reflecting changes in the law regarding three issues: (1) the addition of new, UNE-P customers, (2) commingling, and (3) conversions. The majority explained that BellSouth would be allowed to implement the FCC's ruling on new adds upon Bellsouth's agreement to implement, at the same time, the FCC's directives on commingling and conversions.

Attached, you will find proposed language addressing each of those issues. In keeping with the directions of the Authority, CompSouth has tried to draft generic language that would be applicable to all participating members. Although it has taken some time, we have managed to obtain a consensus from the group on these proposals. We look forward to your prompt response.

We note that BellSouth has thus far declined to provide proposed language addressing only these three issues. Instead, you insist that these negotiations address all issues raised by the Triennial Review Order and the Triennial Review Order on Remand. Moreover, rather than supplying us with a red-lined version of Attachment II to your interconnection agreement, which would highlight BellSouth's proposed changes, you sent us on April 19 a "clean" version of Attachment II, a sixty page document, with nothing to indicate your revisions.


April 27, 2005

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The TRA has given us explicit instructions to try to negotiate three issues during this thirty-day window.¹ We are trying to comply with that directive. Based on your prior correspondence, it appears that BellSouth may be unwilling to consider those issues separately from the other issues raised in the TRO and the TRRO. If that is, in fact, your position, then there is no realistic hope of trying to arrive at an agreement within this thirty-day period and little point in further discussions at this time. I would appreciate either a response to our specific proposal or clarification that BellSouth declines to address these three issues separately from the others.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Henry Walker

HW/djc

Enclosure

cc: Doug Lackey
Deborah T. Tate
Ron Jones
Sara Kyle

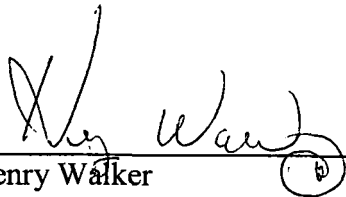
¹ The TRA's directions are clear. You may wish to review the transcript of the agency's April 11 conference, pp 8-10, 13-14

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded electronically and via U.S. Mail, postage prepaid, to:

Guy M. Hicks
BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

on this the 27th day of April, 2005.


Henry Walker

**Proposed Interconnection Agreement Language For
Post March 11, 2005 UNE-P, Combinations, Conversions and
Loops and Transport BellSouth asserts are non-impaired**

Post March 11, 2005 Orders for UNE-P

Attachment 2 introductory language should be amended to reflect that the Attachment reflects BellSouth's obligations to provide unbundled network elements pursuant to 47 U.S.C. §§ 201, 202, 251, 252 and 271.

Prior to the current access related language for UNE-P, the following paragraph should be added:

BellSouth will provision new UNE-P orders placed after March 11, 2005 pursuant to its obligation to provide switching under 47 U.S.C. §271 (c)(2)(B)(vi) and 271(d)(6), combined with a UNE loop under 47 U.S.C. § 202 (a) and the parity requirements herein as well as its obligation to not de-combine already existing UNEs solely to raise the costs of its competitors. All such orders will be provisioned at the Authority-approved interim just and reasonable rate for switching plus the current UNE Loop rate. The Parties will maintain a record of any UNE-P orders provisioned after March 11, 2005. Regardless of any commercial agreements the Parties may have entered into, upon the final determination, including the resolution of any appeals, of a just and reasonable rate for the §271 local switching, the Parties agree to true-up all orders provisioned pursuant to this paragraph in a mutually agreed-upon manner, subject to the Dispute Resolution provisions of this Agreement. Said true-up will be the difference between the interim rate and the final rate, whether said true-up is a payment or credit to BellSouth or the CLEC. BellSouth will continue to provision UNE-P service to existing customers at the lower of either existing § 251 rates plus \$1.00 or any rates set forth under § 271 by any appropriate governing body, until at least March 11, 2006.

UNE Special Access Combinations

Current Agreement language addressing combinations, if any, should be replaced with:

BellSouth shall provide CLEC, upon CLEC's request, a combination of any §251 network element with any network element required under §271 or with any tariffed special access service. The Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be

billed in accordance with BellSouth's tariffed rates. CLEC may connect, attach, or otherwise link a Network Element, or a Network Element combination, to one or more telecommunications services or facilities that CLEC has obtained at wholesale from BellSouth, or combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

Conversion of Special Access Loops to UNE Loops

Current Agreement language addressing conversions, if any, should be replaced with:

CLEC may convert Special Access Loops to UNE Loops, so long as CLEC certifies that it is providing a qualifying service. CLEC will provide BellSouth via spreadsheet the special access loops to be converted to UNE Loops. The conversion costs of stand-alone Loop shall be no greater than the conversion charge of BellSouth's current charge for conversion of special access services to EELs as set forth Exhibit ____.

Loops and Transport BellSouth Asserts are Non-Impaired

Although CLECs do dispute BellSouth's wire center designations, CLECs do not object to BellSouth's language describing the FCC's non-impairment thresholds for high-capacity loops and transport nor BellSouth's language defining "business line" or "fiber-based collocater".

In addition to the current Agreement language addressing high capacity loops and transport, the following paragraph should be added to Attachment 2:

Orders for High Capacity Loops or Transport in Wire Centers where BellSouth asserts CLEC is not impaired will be treated as self-certified and provisioned as UNEs. BellSouth or CLEC may submit BellSouth's wire center designations or self-certified orders to Dispute Resolution as provided for herein.

In the event the Parties agree to a wire center designation as non-impaired for high capacity loops or transport, or such determination is made by a regulatory or judicial body of competent jurisdiction, orders for high capacity loops or transport made for such wire centers will be provisioned in accordance with BellSouth's obligations to provide such facilities under 47 U.S.C. §§ 271 (c)(2)(B)(iv), 271 (c)(2)(B)(v) and 271(d)(6), combined with other

facilities in accordance with 47 U.S.C. § 202 (a) and the parity requirements set forth herein. The rate for all facilities provisioned in compliance with BellSouth's 271 obligations will be billed at an interim rate, equal to the current Authority-approved UNE rate plus 15%. Upon the final determination, including the resolution of any appeals, of a just and reasonable rate for said facilities, the Parties agree to true-up all orders provisioned pursuant to this paragraph in a mutually agreed-upon manner, subject to the Dispute Resolution provisions of this Agreement. Said true-up will be the difference between the interim rate and the final rate, whether said true-up is a payment or credit to BellSouth or the CLEC.

Orders provisioned in conformance with the self-certification process which are later determined to be orders self-certified in non-impaired wire centers, whether for high capacity loops or transport, will be trued up in conformance with the true-up process described above. However, such true-up will occur upon the determination of the wire center designation. If no final rate has been determined, then the true-up will be first applied to the difference between the UNE rate and the interim rate. Upon determination of the final rate, said true-up will be secondarily applied to the difference between the interim rate and the final rate. The Parties are free to agree to a single true-up based upon the determination of a final rate.